



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
October 4, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CAPT (b) (6), USN (Ret) to serve as Vice President of Washington Operations for Vision Technology System, a wholly owned subsidiary of ST Engineering, of which the Singaporean government is a majority owner. His annual salary of \$(b) (6), (b) (4) will be paid by Vision Technology Systems and his duties will include: focusing on the Marine sector of Vision Technology Systems, which is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604-(b) (6).

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USN (Ret)

25 Sep 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) [REDACTED] USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) [REDACTED], USN (ret) Request for Foreign
Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is to serve as Vice President of Washington Operations for Vision Technology Systems, a wholly owned subsidiary of ST Engineering, of which the Singaporean government is majority owner. Vision Technology Systems is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors. In this role, CAPT (b) (6) will focus on the company's Marine sector, and work with government agencies on current and prospective government contracts. For his services, he will be compensated at \$ (b) (6), (b) (4) per year.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 9/26/17

Disapproved: _____

19 SEP 17

From: CAPT (b) (6) USN (ret.)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) VP Washington Operations Position Job Description
(3) Security Termination Statement
(4) Requirement to Report Employment form did 31 Aug 16
(5) SF-312

1. Admiral, this letter requests permission to accept employment with Vision Technology (VT) Systems as Vice President of Washington Operations, enclosure (1) provides requested details.
2. VT Systems is a wholly owned subsidiary of ST Engineering, a Singapore company with 51% government ownership. I am requesting to be employed in the Alexandria, VA office. VT Systems is an integrated engineering group providing world-class solutions and services in the Aerospace, Electronics, Land Systems and Marine sectors. With more than 5,000 professional and technical employees VT Systems provides a wide array of high-value products in the United States and abroad. At VT Systems, I will serve as the Vice President of Washington Operations, primarily focusing on their Marine sector of business, working with a number of government agencies to ensure the company's support to current government contracts, and to submit bids for new government requests for information and proposals. The full position description is provided at enclosure (2). The compensation for the position is (b) (6), (b) (4) per year, with no expected bonuses or profit sharing.
3. I retired on 31 August 2016 after over 31 years of service. For most of my career, I had a TS/SCI clearance. On my last day in the Navy, I signed enclosures (3) and (4), and I am fully aware of my continuing obligation to safeguard all classified information, my signed and witnessed SF-312 is at enclosure (5).
4. I can be reached anytime at (b) (6). Thank you for your time and consideration.

Very Respectfully,

(b) (6)

CAPT USN (ret.)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

(b) (6)

Phone: c (b) (6) (b) (6) Email: (b) (6)@mac.com

Status: Military Retirement Date (if applicable): 31 August 2016

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve): CAPT/O-6

Are you a U.S. citizen? Yes or No SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country) Alexandria, VA

1. Who is your proposed employer and how are they connected to a foreign government?

Proposed employer is Vision Technology Systems, Inc (VT Systems) which is a US company registered in the State of Delaware. VT Systems is a wholly owned subsidiary of Singapore Technology Engineering (STE). The principal shareholder of STE is Temasek Holdings Private Limited (Temasek), which is an investment company owned by the Government of Singapore. Per their annual report, as of February 29, 2016, Temasek owns 50.14% of STE.

2. What is your proposed job title?

Vice President, Washington Operations

3. What will your specific job duties involve? (If a job description is available, please attach).

See Enclosure (2)

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

The compensation for the position is (b) (6), (b) (4) per year with 14 days leave, and a medical/dental package, with no expected bonuses or profit sharing.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes, back in 1999-2002 while serving on the Joint Staff. Also, I had access to a few programs while serving as commanding officer of USS RONALD REAGAN from 2010-2013. None of these programs had any bearing on my proposed position.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I will need to work with classified information while working on Request for Proposals (RFPs). The government requirements are often classified Secret or at a minimum, For Official Use Only. I will need access to classified requirements to assess VT Systems and VT Marine ability to meet requirements.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I have worked in policy jobs in the Joint Staff, but never involving Singapore. I have visited Singapore several times during port calls with Navy ships, but have not worked with the government.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

My last position in the Navy Staff as Director of Fleet Readiness (OPNAV N43) gave me a broad understanding of overall Navy readiness, and the general costs associated with maintaining navy systems. My experience will be useful to VT Systems in responding to US government requests for information, and in helping the company develop affordable life cycle proposals.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Over my 30 years in the Navy, I had access to technical data for some weapons and components. This information, of course, cannot be shared with a foreign government. However, my experience in this area will allow me to assess areas where VT Systems can propose a value added product.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

I have never applied for an export license. I am not yet employed by VT Systems, but I expect that either the holding company, or its subsidiaries, have applied for an export license in the past. The sale of Patrol Boats to Egypt through the Foreign Military Sales program would be an example. The boats were built by VT Halter Marine in Pascagoula, MS.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

19 SEP 17

Date

Job Description

Job Title: Vice President Washington Operations
Reports To: Vice President Business Development

Summary: Principal business development leader for the Marine sector of VT Systems for Government programs (US and International) and the principal liaison with Congress and other key Government agencies including (but not limited to) US Navy, US Army, US Coast Guard, National Oceanographic and Atmospheric Administration (NOAA) the United States Maritime Administration (MARAD), the Joint Staff and Defense Security Cooperation Agency. This position is located in the National Capital Region and reports to the Vice President of Business Development. VT Systems is the US-based holding company with a diverse global portfolio of 14 operating companies with 4,500 employees. VT Systems is a wholly-owned subsidiary of Singapore Technologies Engineering Ltd (ST Engineering), an integrated engineering group providing solutions and services in the aerospace, electronics, land systems and marine sectors.

Position Responsibilities: *The following statements are intended to describe the general nature and level of work being performed and are not to be construed as an exhaustive list of all responsibilities.*

Key Duties

- Develops routine relationships with key US Government personnel.
- Interfaces with applicable Congressional delegations.
- Develops relationships with international customers, both in the National Capital Region, and in-country.
- Serves as the VT Systems lead for monitoring, interpreting, and influencing Government Industrial Policy and Commercial Policy (i.e. "The Jones Act").

Supports company leadership for the attainment of short and long-term financial and operational goals.

Demonstrates expertise in a variety of the field's concepts, practices, and procedures.

Relies on extensive experience and judgment to independently plan and accomplish goals.

Directly interfaces with the customer base to enhance customer relations.

Exhibits a wide degree of creativity and ability to operate independently.

Desired Knowledge, Skills, & Abilities:

- Considerable knowledge in all phases of the ship acquisition process.
- Ability to work independently and report to leadership routinely on accomplishments.
- Ability to communicate with internal departments and external customers.
- Considerable knowledge of Government shipbuilding market conditions and internal capacity issues.

Education, Experience & Training: Bachelor's degree in engineering or business management with 15 or more years of experience with increasing responsibilities is preferred. Master's Degree is preferred.

Travel Requirements: Position will be based in Alexandria, VA, and may require domestic and international travel. Approximately 20% annual travel, both domestic and international.

SECURITY TERMINATION STATEMENT

CHIEF OF NAVAL OPERATIONS

2000 NAVY PENTAGON

WASHINGTON, DC 20350-2000

(Enter the name and address of the Navy or Marine Corps activity obtaining this statement).

1. I HEREBY CERTIFY that I have returned to the Department of the Navy (DON) all classified material which I had in my possession in accordance with the directions contained in the DON Information and Personnel Security Program Regulations SECNAVINST 5510.36, SECNAVINST 5510.30 and the Communications Security Material System Manual (CMS-1A).

2. I FURTHER CERTIFY that I no longer have any material containing classified information in my possession.

3. I shall not hereafter communicate or transmit classified information to any person or agency. I understand that the burden is upon me to ascertain whether or not information is classified and I agree to obtain the decision of the Chief of Naval Operations (CNO) or the CNO's authorized representative, on such matters prior to disclosing information which is or may be classified.

4. I will report to the Federal Bureau of Investigation or to the local Naval Criminal Investigative Service office without delay any incident wherein an attempt is made by an unauthorized person to solicit classified information.

5. I have been informed and am aware that Title 18 U.S.C. Sections 641, 793, 794, 798, 952 and 1924, as amended, and the Internal Security Act of 1950 prescribe severe penalties for unlawfully divulging information affecting the National Defense. I have been informed and am aware that the making of a willfully false statement herein renders me subject to trial as provided by Title 18 U.S.C. 1001.

6. I have/have not received an oral debriefing.

Signature of witness (b) (6)	Signature of employee or military member (b) (6)
Type or print name of witness (b) (6) YN2	Type or print first, middle, and last name of employee or service member. Include civilian grade or military rank/rate. (b) (6)
Date 20160831	Date 20160831

**REQUIREMENT TO REPORT CERTAIN EMPLOYMENT
AFTER DEBRIEFING FROM SCI ACCESS**

In accordance with Section 3073a, of Title 50, United States Code, I hereby acknowledge my continued obligation after debriefing to report to the SSO listed below, for a two year period, any direct employment by, representation of, or the provision of advice relating to national security to the government of a foreign country or any person whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized, in whole or in major part, by any government of a foreign country.

(b) (6)

Full Name (Printed)

(b) (6)

DoD Identification Number

(b) (6)

Signature

(b) (6)

Command Special Security Office

31 AUG 16

Date

31 AUG 16

Date

SSO Mailing Address:

Department of Navy
Office of the Chief of Naval Operations
2000 Navy Pentagon
Washington, DC 20350-2000

Regional SSO, (703) 695-(b) (6)

SSO E-Mail Address:

ONI PTGN.SSO Navy Arlington@navy.mil

PRIVACY ACT STATEMENT: The information requested above is protected by the Privacy Act, 5 U.S.C. 552a.
AUTHORITY: The authority for requesting this information is Section 304 of the National Security Act of 1947, as amended, 50 U.S.C. § 3073a. **PRINCIPAL PURPOSE:** This information is being collected to track agency compliance with the requirement that all covered employees are notified of their responsibility to report certain types of employment during the two year period that follows the covered employment.
ROUTINE USES: This information will be filed in the employee's security records, and is subject to the routine uses permitted under the Privacy Act, 5 U.S.C. 552a.
DISCLOSURE: Voluntary, however, failure to provide requested information may result in termination of SCI access.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 788, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (6) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the intelligence identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 841, 793, 794, 798, 952 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 15 SEP 17	SOCIAL SECURITY NUMBER (See Notice Below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print) Vision Technology Systems 99 Canal Center Plaza, Suite 220 Alexandria, VA 22314		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
SIGNATURE (b) (6) DATE 9/18/2017 NAME AND ADDRESS (Type or print) (b) (6) (b) (6)	SIGNATURE (b) (6) DATE 9/25/17 NAME AND ADDRESS (Type or print) (b) (6) (b) (6) CDR, SAGC, USA Assistant Legal Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 18 SEP 17
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
October 4, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of CAPT (b) (6) USN to serve as Lead Collins Class Submarine Program Life Cycle Extension Program Manager for Equator Corporation. Equator Corporation is a privately held U.S. corporation with no foreign ownership. However, the duties of CAPT (b) (6) prospective position require work for the Commonwealth of Australia, which has a contract with Equator Corporation. CAPT (b) (6) expects to work with Royal Australian Navy employees to extend the life cycle of Collins Class submarines. His annual salary of more than (b) (6), (b) (4) will be paid by Equator Corporation.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (703) 604 (b) (6)

Sincerely,

(b) (6)

LCDR, JAGC, USN

Enclosure: 1. Foreign Government Employment Request Package,
CAPT (b) (6), USN (Ret)

25 Sep 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) USN Request for
Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is to serve, after his retirement date of 31 Oct 2017, as Lead Collins Class Submarine Program Life Cycle Extension Program Manager for Equator Corporation. Equator Corporation is a privately held U.S. corporation, with no foreign ownership. However, the duties of this position require work for the Commonwealth of Australia, which has a contract with Equator Corporation. CAPT (b) (6) expects to work with Royal Australian Navy employees to extend the life cycle of Collins Class submarines. CAPT (b) (6) expects that compensation for this position will exceed (b) (6), (b) (4) per year.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), the employment that CAPT (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 9/26/17

Disapproved: _____

September 21, 2017

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: Foreign Government Employment Questionnaire

Admiral:

This letter requests permission to accept employment with the Equator Corporation. Equator Corporation, a U.S. Corporation licensed to operate in Virginia, has obtained a contract to supply defense service support to the Commonwealth of Australia, Department of Defence, SEA 1000 Future Submarine Program Office and the Collins Class Submarine Program. The below information is provided to amplify information about Equator Corporation and the nature of the contract with the Commonwealth of Australia.

- The Australia government is not a shareholder in the company and does not have an active role in the management of Equator Corporation.
- Equator Corporation is privately held and owned by (b) (6).
- Equator Corporation derives its revenue primarily from management support to NASA, Naval Research Lab, and the Missile Defense Agency.
- Equator Corporation will make the ultimate decision regarding my employment compensation.
- Though supervisors in Australia may direct me in the performance of my routine work and the way the work is to be done, I remain under the control of and accountable to Equator who retains the authority to terminate my employment.
- To my knowledge, Australia did not direct Equator Corporation to offer me employment.

2. The position I will be assuming is Lead Collins Class Submarine Program Life Cycle Extension Program Manager. As the Royal Australian Navy (RAN) continues to rely on the Collins Class to provide defense needs until the replacement submarine is placed into service, support services as the Lead Collins Class Submarine Program Life Cycle Extension manager is being requested from Equator. I envision this position will be used to mentor current RAN employees in identifying long term sustainability concerns and implementing risk mitigation actions for Collins life cycle extension. Based on my 20 years plus experience in U.S. submarine overhaul and construction, supporting the

RAN benefits both US and Australia in meeting mutual defense needs. As stated at the senior levels within the U.S. Navy, the United States needs Australia to have a viable submarine program. Equator Corporation has offered a contingent compensation package that is more than (b) (6), (b) (4) per annum, a company 401K program, medical and dental benefits are included. Lodging, transportation and travel expenses are included in addition to the salary. In conversation with the company's owner, Equator has no foreign ownership interest and no ownership interest (i.e. stock options) in Equator are being offered to me for my employment.

3. Having recently been the TRIDENT Refit Facility Commanding Officer where much of the issues RAN face are like those the U.S. Navy faces for our OHIO class submarines, I am uniquely qualified to fill the RAN need. My 38 years' experience as a nuclear trained limited duty officer will benefit the RAN in identifying and mitigating sustainability concerns and in turn support the U.S. Navy's need for a dependable ally in undersea warfare. I hold an active Top-Secret clearance which is valid to November 2020.

(b) (6)



Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone: (b) (6)

Email:

(b) (6) @hotmail.com

Status: Military Retirement Date:

31 October 2017

Rank/Rate (at Retirement or current Reserve):

Captain

Are you a U.S. citizen?

Yes

SSN (last four digits):

XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Adelaide, Australia

1. Who is your proposed employer and how are they connected to a foreign government? Equator Corporation headquartered out of Virginia. Equator Corporation is filling a service support contract to supply defense services support to the Commonwealth of Australia (CoA) Department of Defence, Future Submarine Program and improvement opportunities for the Collins Class Submarine Program.

2. What is your proposed job title? Collins Class Submarine Program Life Cycle Extension Lead.

3. What will your specific job duties involve? (If a job description is available, please attach).

No job description currently available. However, per conversation, Life Cycle Extension Lead under limited supervision, support the following key areas:

a. The Life Cycle Extension Lead of the Collins Class Submarine Program is responsible for assisting the Collins Class Submarine Program in managing all Commonwealth future submarine infrastructure deliverables and oversight of nominated design and life cycle management activity deliverables.

b. Work closely and co-operatively with all Collins Class Submarine Program team members to support the delivery of cost, schedule and quality accountability for designated Infrastructure deliverables.

c. Be located with Collins Class Submarine Program in Adelaide.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes. Equator will pay a salary as of yet to be determined but in excess of \$(b) (6), (b) (4) USD and provide for lodging, transportation and travel expenses.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

6. What is the highest U.S. security clearance that you have held? Top Secret

7. What is the highest level of classified material to which you have been granted access? Top Secret

8. Have you had access to Special Access Programs? No

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Work involved in this project is classified by the Australians and access to their classified information will be controlled by their security agency. If at some point US classified information will be introduced, that information will comply with all U.S. security protocols, as permitted or restricted under the export license.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes, I have over 20 years experience in submarine maintenance. In my most recent position, I was the Commanding Officer of TRIDENT Refit Facility where I had to plan out SSBN/SSGN maintenance considering the need to sustain these platforms until replacement ones come in service. The Royal Australian Navy is also seeking opportunities to sustain their current Collins Class submarines until the replacement submarines come into service. I believe I have the right skills to support our Australian allies in this effort.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. Yes, having been involved in all facets of submarine overhaul, I have been exposed to technical data involving components used onboard. I have superior knowledge in industrial processes used in the repair and overhaul of submarine components.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering? My potential employer, Equator Corporation, is applying for export licenses for these services.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

9/21/17
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(a)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)	DATE 9/21/17	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
EMPLOYEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
(b) (6)	21 SEPT 17	(b) (6)	25 Sep 17
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	
(b) (6)		(b) (6) CPR, JAGC, USN Asst. Legal Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 9/21/17
NAME OF CN2 USN (b) (6)	SIGNATURE OF WITNESS (b) (6) 21 SEPT 17

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

December 20, 2017

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request from Captain (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with Equator Corporation under contract with the Commonwealth of Australia as a Collins Class Submarine Program Life Cycle Extension Lead.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export law and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

(b) (6)

(b) (6)

Principal Deputy Assistant Secretary



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
October 29, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of LCDR (b) (6), U.S. Navy (Retired). The request is for approval to serve as a Deputy Director for Combat Systems with AECOM Inc., a public U.S. company. Through a wholly-owned AECOM Inc. subsidiary (URS Federal Services Inc.), LCDR (b) (6) is working to support Australia's SEA 1000 Future Submarine Program as part of a multi-party Department of State-approved Technical Assistance Agreement. LCDR (b) (6) does interact with Australian government personnel as part of his duties, but reports to and is supervised by AECOM Inc. employees. LCDR (b) (6) earns compensation of approximately (b) (6), (b) (4) per year from AECOM Inc. in this position.

I note that LCDR (b) (6) has already begun working in this position as he believed foreign government employment approval was not required, and he is now seeking approval "out of an abundance of caution."

LCDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
LCDR (b) (6), USN (ret)

18 Oct 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO LCDR (b) (6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) LCDR (b) (6), USN (Ret.) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior approval from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. This request comes several months after employment began because LCDR (b) (6) did not believe this position constituted FGE. Based on review of the circumstances, in my opinion, it is questionable whether FGE approval is in fact required, and understandable that LCDR (b) (6) in good faith believed that FGE approval was not required, but is now seeking FGE approval "out of an abundance of caution."
3. The requested approval is for employment to serve as a Deputy Director for Combat Systems with AECOM Inc., a public U.S. company. AECOM Inc.'s ownership appears to be quite diverse with the ten largest shareholders, which are institutional investment funds, holding more than 50% of the shares and with no shareholder having more than approximately 13% ownership. Through a wholly-owned AECOM Inc. subsidiary (URS Federal Services Inc.), LCDR (b) (6) is working to support Australia's SEA 1000 Future Submarine Program as part of a multi-party Department of State-approved Technical Assistance Agreement. LCDR (b) (6) does interact with Australian government personnel as part of his duties, but reports to and is supervised by AECOM Inc. employees. If Australian government personnel requested that LCDR (b) (6) be removed from the SEA 1000 Future Submarine Program, he would be re-assigned and would remain employed by AECOM Inc. in a different role elsewhere in

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO LCDR (b) (6), USN (RET.)

the company. LCDR (b) (6) earns compensation of approximately
\$(b) (6), (b) (4) per year from AECOM Inc. in this position.

4. Enclosure (1) provides amplifying information. Application
for approval of FGE pursuant to reference (a) is prudent in
this case. Per reference (c), the Navy IPO was notified, but
they advised that their review was not needed given that a
Technical Assistance Agreement has already been approved by the
Department of State.

5. Using the criteria established by SECNAV in reference (b),
the employment that LCDR (b) (6) is seeking FGE approval for will
not adversely affect the foreign relations of the United States,
enable a foreign government to exert undue influence upon the
United States, jeopardize United States security, or violate any
laws of the United States.

6. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 10/24/17

Disapproved: _____

09 October 2017

From: (b) (6), LCDR, USN, retired
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: Foreign Government Employment Questionnaire

1. Admiral, this letter respectfully requests permission to continue employment with AECOM as the Deputy Director for Combat Systems for the SEA 1000 project Future Submarine Project with the Government of the Commonwealth of Australia hereafter referred to as the Commonwealth. I am requesting permission after the fact out of an abundance of caution, as I did not believe that permission was required prior to my hiring since:
 - a. I was working for a U.S.-based company
 - b. I was reporting to a U.S.-based employee as my direct supervisor
 - c. My day-to-day onsite supervisor is a U.S. employee who has received FGE approval.
2. AECOM Inc., a US public company incorporated in the State of Delaware, wholly owns an entity known as URS Federal Services Inc. URS Federal Systems provides consulting and professional support services to the U.S. Navy such as Naval Sea System Command, PEO Submarines, and many other organizations. AECOM also wholly owns a subsidiary company in Australia, AECOM Australia Pty Ltd. AECOM Australia entered into a contract with the Commonwealth to provide services to the Future Submarine Program. The US Government, the Commonwealth, AECOM Australia Pty Ltd, and URS Federal Services Inc have entered into a US State Department approved Technical Assistance Agreement (TAA) for services in support of the Commonwealth's SEA 1000 Future Submarine Program.
3. My position is the Deputy Director for Combat Systems. My role is to lead the growth of Submarine Group Combat System Department to fulfill its widening role as the Commonwealth Engineering Authority for the Future Submarine combat system, responsible for acceptance of the design and certification. This role will involve:
 - a. Oversight of development of the submarine combat system design, including whole-of-submarine performance, aligning specifications to requirements.
 - b. Supporting establishment of the Integrated Product Development and Support Environment (IPDSE) for technical data management throughout the Future Submarine Program.
 - c. Supporting the Commonwealth's analysis of design proposals from Naval Group (formerly DCNS) and Lockheed Martin Australia.
 - d. Within delegations, acceptance of combat system proposals assessed appropriate to the Future Submarine capability needs with regard for schedule and cost implications.
 - e. Working with other Future Submarine Program Directors to coordinate the key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.
 - f. Mentoring members of the Future Submarine Technical Office and the Submarine Group Combat System Department to further develop technical depth of the Commonwealth.
4. My position reports to the Director for Combat Systems, Captain (b) (6), USN, retired (has FGE approval). The position is located in Adelaide, Australia. My direct

supervisor at AECOM is Captain (b) (6). USN (retired), located in Crystal City, VA.

5. My 22 years of naval service consisted of 10 years as an enlisted submarine Electronics Technician (nuclear) and 12 years as a submarine officer including my final at-sea tours as a Combat Systems Officer on USS ALBANY (SSN 753) and Submarine Operations Officer for COMCARSTRKGRU TWO embarked on HARRY S. TRUMAN (CVN 75). I held Top Secret security clearance during my service.

View Report Full Name
(b) (6)

LCDR, USN (retired)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: +61 (b) (6) Email: (b) (6)@gmail.com

Status: Military Retirement Date (if applicable): 1 Oct 2006

Rank/Rate (at Retirement or current Reserve): Lieutenant Commander (O-4)

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country) Adelaide, Australia

1. Who is your proposed employer and how are they connected to a foreign government?

I am employed by AECOM, a U.S. company that owns an entity known as URS Federal Systems. Among other things URS Federal Systems provides consulting and professional support services to the U.S. Navy such as Naval Sea System Command, PEO Submarines, and many other commands. They have recently entered into a contract with the Australian government to provide services to the Future Submarine (SEA1000) Program and have an approved TAA. AECOM is contracting me to the Commonwealth of Australia.

2. What is your proposed job title? Deputy Combat Systems Director

3. What will your specific job duties involve? (If a job description is available, please attach).

My role is to lead the growth of Submarine Group Combat System Department to fulfill its widening role as the Commonwealth Engineering Authority for the Future Submarine combat system, responsible for acceptance of the design and certification. This role will involve:

- a. Oversight of development of the submarine combat system design, including whole-of-submarine performance, aligning specifications to requirements.
 - b. Supporting establishment of the Integrated Product Development and Support Environment (IPDSE) for technical data management throughout the Future Submarine Program.
 - c. Supporting the Commonwealth's analysis of design proposals from Naval Group (formerly DCNS) and Lockheed Martin Australia.
 - d. Within delegations, acceptance of combat system proposals assessed appropriate to the Future Submarine capability needs with regard for schedule and cost implications.
 - e. Working with other Future Submarine Program Directors to coordinate the key program functions across design, construction, material and supplier base management, preparation for sustainment, test and evaluation, commercial, and program controls.
- Mentoring members of the Future Submarine Technical Office and the Submarine Group Combat System Department to further develop technical depth of the Commonwealth.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

I will be compensated directly by AECOM. My compensation package includes a total annual compensation of \$(b) (6), (b) (7) (F) US (including paid time off, a mobility premium and Cost of Living Allowance (COLA)). My compensation is determined by AECOM policy and processes. The Commonwealth of Australia will have no effect on my AECOM compensation. I have not been offered anything else by the Commonwealth of Australia other than reimbursement for travel expenses actually incurred.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

Top Secret; I currently hold a U.S. Secret clearance.

7. What is the highest level of classified material to which you have been granted access?

I have been granted access to the Commonwealth's information at the Secret level. It is expected I will maintain my U.S. Secret clearance and will be granted comparable access to Australian program information.

8. Have you had access to Special Access Programs?

Yes, but I have not had access in over a decade and was out-processed by the cognizant security staff.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes, I expect to work with Australian classified information up to the Australian Secret level to the extent that my duties require it.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Yes. I have had access to nuclear submarine construction, design, and operation information. However, I have not been privy to design, construction, and operation of diesel submarines such as will be constructed by the Commonwealth of Australia.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

Yes, AECOM has an approved TAA and I will stay within the bounds of the TAA.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

DR. USN (Ret.)

Date

10 Oct 2017

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6) AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 796, *952 and 1924, title 18, United States Code, the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1962. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (6) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6) DATE 10/11/2017 SOCIAL SECURITY NUMBER (See Notice below) (b) (6)

GRANTEE OR AGENT PROVIDE NAME, ADDRESS, AND IF APPLICABLE, FEDERAL SUPPLY CODE

URS FEDERAL SERVICES, INTERNATIONAL, INC.
1300 E. 9TH ST, SUITE 500
CLEVELAND, OH 44114

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 10/11/2017	SIGNATURE (b) (6)	DATE 14 Oct 17
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) COR (b) (6) Asst. Legat Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204	JAGC, USN

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6) DATE 10/11/2017

(b) (6) SIGNATURE (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

December 20, 2017

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request from Lieutenant Commander (b) (6) (U.S. Navy, Retired; XXX-XX-(b) (6)) to accept civil employment with AECOM as a Deputy Combat Systems Director supporting the Australian government.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export law and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b) (6)

(b) (6)

Principal Deputy Assistant Secretary

2 Oct 2017

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO LCDR (b) (6), USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) LCDR (b) (6), USN Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment, which is to begin following LCDR (b) (6) retirement date of 31 Jan 2018, is to serve as Chief Protocol Officer at the Embassy of the Kingdom of Saudi Arabia. In this role, LCDR Sigurdson will provide protocol advice and coordinate travel and event planning for the Ambassador. For his services, LCDR (b) (6) will be paid \$(b) (6), (b) (4) per year.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), it is considered that the employment proposed will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO LCDR (b) (6), USN

Very respectfully,

(b) (6)

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AL 10/15/17

Disapproved: _____

18 Oct 17

From: CDR (b) (6), JAGC, USN
To: File

Subj: WITHDRAWAL OF FGE APPROVAL REQUEST ICO LCDR (b) (6), USN

Ref: (a) LCDR (b) (6) FGE Questionnaire dtd 19 Sep 17

1. Upon advising LCDR (b) (6) that his request has been approved by CNP, and that it would next be forwarded to the Department of State, LCDR (b) (6) advised me that he would not be taking the position for which he had requested FGE approval.

2. Accordingly, LCDR (b) (6) agreed to withdraw his request, and the package will not be forwarded to the Department of State.

(b) (6)



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370

N00L

December 27, 2017

(b) (6) Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6) :

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CDR (b) (6), U.S. Navy (Retired). The request is for approval to serve as Business Development Manager for Vision Technology Systems, a wholly owned subsidiary of Singapore Technology Engineering, of which the Singaporean government is majority owner through an investment company. Vision Technology Systems is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors. In this role, CDR (b) (6) will work in the Public Safety and Surveillance line of business. For his services, he will be compensated at \$(b) (6), (b) (4) per year.

CDR (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CDR (b) (6), USN (ret)

14 Dec 2017

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CDR (b) (6), USN (ret) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is to serve as Business Development Manager for Vision Technology Systems, a wholly owned subsidiary of Singapore Technology Engineering, of which the Singaporean government is majority owner through an investment company. Vision Technology Systems is an integrated engineering group that provides solutions and services in the Aerospace, Electronics, Land Systems, and Marine sectors. In this role, CDR (b) (6) will work in the Public Safety and Surveillance line of business. For his services, he will be compensated at \$ (b) (6), (b) (3) per year.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), the employment CDR (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RETIRED)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 12/24/17

Disapproved: _____

5 November, 2017

From: (b) (6)

To: Chief Of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Vision Technology Systems, Inc as a Business Development Manager Public Safety and Surveillance (PSS).
2. Vision Technology Systems, Inc (VT Systems) which is a US company registered in the State of Delaware. VT Systems is a wholly owned subsidiary of Singapore Technology Engineering (STE). The principal shareholder of STE is Temasek Holdings Private Limited (Temasek), which is an investment company owned by the Government of Singapore. Per STE's annual report, as of February 29, 2016, Temasek owns 50.14% of STE. I will be paid \$(b) (6), (b) (4) annual pay plus benefits. Level of pay will not be affected by the Government of Singapore. Performance evaluation and decisions concerning pay and benefits will all be made locally within VT Systems. My duties to include:
 - a. Develop and execute business plan to market PSS security and surveillance products.
 - b. Establish and manage distribution channels via agents, distributors, re-sellers, strategic partners, system integrators.
 - c. Perform product competitive analysis, analyze market trend and collect related market information and generate monthly sales report.
 - d. Organize product road show and product marketing for potential distributors/customers.
3. I have 20 years and 9 months of naval service, retired as a commander and the highest security clearance I attained was TSSCL.

Very Respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial): (b) (6)

Physical address (include mailing if different):

(b) (6)

Phone: (b) (6)

Email: (b) (6)@yahoo.com

Military Retirement Date (if applicable): 30 Sept 2005

Rank/Rate (at retirement): 05

SSN (last four digits): XXX-XX-XXXX (b) (6)

Location of proposed employment:

99 Canal Center Plaza, Suite 220
Alexandria, VA. 22314

1. Who is your proposed employer and how are they connected to a foreign government?
Proposed employer is Vision Technology Systems, Inc (VT Systems) which is a US company registered in the State of Delaware. VT Systems is a wholly owned subsidiary of Singapore Technology Engineering (STE). The principal shareholder of STE is Temasek Holdings Private Limited (Temasek), which is an investment company owned by the Government of Singapore. Per STE's annual report, as of February 29, 2016, Temasek owns 50.14% of STE.
2. What is your proposed job title?
Business Development Manager
3. What will your job duties involve? If a job description is available, please attach.

BUSINESS DEVELOPMENT MANAGER to expand Public Safety & Surveillance (PSS) business (AgilFence, AgilTrack, SecurNet, Seris CAD etc) for USA market to be based in VT System.

Duties

- **Develop and execute business plan to market PSS's security and surveillance products**
- **Establish and manage distribution channels via agents, distributors, re-sellers, strategic partners, system integrators**

- Perform product competitive analysis, analyze market trend and collect related market information and generate monthly sales report
- Organize product road show and product marketing for potential distributors /customers

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by foreign government with which you are working.

Yes, \$60,000 annual pay plus benefits. Level of pay will not be affected by the Government of Singapore. Performance evaluation and decisions concerning pay and benefits will all be made locally within VT Systems.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS-SCI

8. What is the highest level of classified material to which you have been granted access?

None

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

3 Nov 2017

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *852 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.	
SIGNATURE (b) (6)	DATE 3 NOV 2017 SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)	

WITNESS		ACCEPTANCE	
THE EXECUTIVE ORDER WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.		
SIGNATURE (b) (6)	DATE 11/3/2017	SIGNATURE (b) (6)	DATE 10 Nov 17
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	
(b) (6)		CAR (b) (6), SAGC, USN	
(b) (6)		Asst. Legal Counsel	
		CN Legal	
		701 S. Courthouse Road	
		Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE (b) (6)	DATE 3 NOV 2017
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS (b) (6)
(b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, if information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 4, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of CAPT (b) (6), U.S. Navy (Retired). The request is for approval for CAPT (b) (6) through the consulting company he owns (Innovative Partners Incubation), to consult for the government of the Seychelles on the creation of a Business Technology and Innovation Incubator in that country. In this role, CAPT (b) (6) will work with the National Institute of Science, Technology, and Innovation, an agency of the government of Seychelles. For his services, he expects to be paid \$(b) (6), (b) (4) in fees and reimbursed for \$(b) (6), (b) (4) in expenses.

CAPT (b) (6), (b) (4) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN (ret)

13 Nov 2017

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) [REDACTED] USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) [REDACTED], USN (ret) Request for
Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment is for CAPT (b) (6) [REDACTED], through the consulting company he owns (Innovative Partners Incubation), to consult for the government of the Seychelles on the creation of a Business Technology and Innovation Incubator in that country. In this role, CAPT (b) (6) [REDACTED] will work with the National Institute of Science, Technology, and Innovation, an agency of the government of Seychelles. For his services, he expects to be paid \$(b) (6), (b) (4) in fees and reimbursed for \$(b) (6), (b) (4) in expenses.

3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.

4. Using the criteria established by SECNAV in reference (b), the employment CAPT (b) (6) [REDACTED] is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6), USN (RETIRED)

approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AG 11/29/17

Disapproved: _____

10 November 2017

From: CAPT. (b) (6) [REDACTED], USNR-Ret.
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept a consulting contract for my company with the National Institute of Science, Technology & Innovation (NISTI), Victoria, Seychelles.
2. The Government of Seychelles funds NISTI to be responsible for ensuring that innovative technology entrepreneurs receive assistance from government in developing successful businesses that create employment and help the country achieve the UN's 2030 Sustainable Development Goals. The Government has determined that a Business Technology and Innovation (BTI) Incubator would be helpful in providing the business services, mentoring, access to finance, access to markets and other typical incubator services that will propel the growth of Seychelles companies. My company, Innovative Partners Incubation Corporation (www.innovativepartners.com) has been in the business of starting and managing such facilities since the late 1980's. We general work with public sector clients in the US and elsewhere, and have also managed technology startups as well. Although we have worked for the World Bank and the European Bank for Reconstruction and Development (EBRD) on several projects, this is our first foreign government client without a bank intermediary. We have proposed consulting fees of \$(b) (6), (b) (7) (4) and estimated expenses of \$(b) (6), (b) (7) (4). My wife and I own the company and have several consultants we work with, but I am the only one who is retired from the military. This contract is expected to last about one year.
3. After my graduation from USNA I spent 8 ½ years on active duty and another 20 years in the Naval Reserve retiring in 2002. I was a Naval Flight Officer assigned to VS-28 flying S-3A's and continued in airborne antisubmarine warfare managing ASWOCs as a reservist. I had a Final Secret clearance, and regularly had access granted to Top Secret as part of mission requirements. I am unaware of having had any exposure to comparted information at any time.

Very Respectfully,

(b) (6)
[REDACTED]

(b) (6)
[REDACTED]

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: +1 (b) (6) Email: (b) (6)@innovativepartners.com

Status: Military Retirement Date: 1 July 2002

Rank/Rate (at Retirement or current Reserve): CAPT. USNR

Are you a U.S. citizen? Yes SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country): Victoria, Seychelles

1. Who is your proposed employer and how are they connected to a foreign government? Client is the National Institute of Science, Technology & Innovation (NISTI) government agency of Seychelles
2. What is your proposed job title? Consultant / Project Manager
3. What will your specific job duties involve? Supervise team developing a Business Technology & Innovation Incubator to help entrepreneurial companies in Seychelles commercialize their innovative products and services. Establish center, hire, train local staff, recruit entrepreneurs, etc.
4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed. Yes. Fees of \$(b) (6), (b) (6) and estimated expenses of \$(b) (6), (b) (6) (USD).
5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? NO
6. What is the highest U.S. security clearance that you have held? Final Secret

7. What is the highest level of classified material to which you have been granted access? **Top Secret (granted as required by my assignments)**
8. Have you had access to Special Access Programs? **NO**
9. Will you be working with classified information as part of your foreign employment? If yes, please explain. **NO**
10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. **NO**
11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. **NO**
12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. **As a Naval Flight Officer and Antisubmarine Warfare Operations Center watch stander I was exposed to minimal classified data as required to operate the equipment and carry out my duties. I was an operator, not a designer or engineer.**
13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering? **N/A – no defense services involved.**

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

10 Nov 17
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 1031(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 841, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 10 Nov. 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
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ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

Innovative Partners Incubation Corp., (b) (6)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 11/10/17	SIGNATURE (b) (6)	DATE 13 Nov 17
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) CDR (b) (6), JAGC, USA ASST. Legal Counsel CMP Legal 701 S. Courthouse Rd Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ ^{have} received a security debriefing.

SIGNATURE OF (b) (6)	DATE 11/10/17
NAME OF WITNESS (Type or print) (b) (6)	SIGNATURE OF WITNESS (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 27, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of Chief Petty Officer (b) (6), U.S. Navy (Retired). The request is for approval to teach English as an Assistant Language Teacher in the public schools of Nago, Japan. In this role, Chief Petty Officer (b) (6) would be working for a city government in a foreign country, in a position that has indirect ties to the Japanese Ministry of Education. For his services, he expects to be paid approximately (b) (6), (b) (4) per day, plus benefits and expenses.

Chief Petty Officer (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
Chief Petty Officer (b) (6), USN (ret)

20 Nov 2017

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT
ICO CHIEF PETTY OFFICER (b) (6), USN (RETIRED)

Ref: (a) 37 U.S.C. 908
(b) SECNAV Ltr of 15 May 1981
(c) Navy IPO Ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) Chief Petty Officer (b) (6) USN (ret) Request for Foreign Employment and
Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for Chief Petty Officer (b) (6) to teach English as an Assistant Language Teacher in the public schools of Nago, Japan. In this role, he would be working for a city government in a foreign country, in a position that has indirect ties to the Japanese Ministry of Education. For his services, he expects to be paid approximately (b) (6) per day, plus benefits and expenses.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), the employment Chief Petty Officer (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.
5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 12/21/17

Disapproved: _____

16 November 2017

From: Chief Petty Officer (b) (6) USN (Ret)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Nago city Board of Education as an Assistant Language Teacher (ALT).
2. This position is to fill a local hire ALT position within the Nago school district, located in Okinawa Japan. During my employment, I will be rotating among the different schools (elementary, middle, and high schools) within the district. My duties will include assisting school teachers educating school age children in the English language and other duties associated with school age education. Compensation for my employment includes: wages at (b) (6), (b) (7)(C) yen (approximately (b) (6), (b) (7)(C) per day of work (limited to 230 days), a healthcare plan, and travel expenses for commuting. I will be working for the Nago city Board of Education which is connected with the national government through the Ministry of Education.
3. I served in the U.S. Navy for 24 years from Jun 1991 to Jun 2015. The highest level of security clearance I attained was secret.

Very Respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6) (b) (6) (b) (6) (until
Jan 27, 2017)

(b) (6) (b) (6) (b) (6) (after
January 27, 2017)

Phone: (b) (6)

Email: (b) (6)@me.com

Status: Military Retirement Date (if applicable):

June 30, 2015

Rank/Rate (at Retirement or current Reserve):

Chief Petty Officer

Are you a U.S. citizen? Yes

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country)

Nago City, Okinawa, Japan

1. Who is your proposed employer and how are they connected to a foreign government?

Nago City Board of Education is the employer. The Board of Education is connected to the foreign government through the Ministry of Education.

2. What is your proposed job title?

Assistant Language Teacher (ALT). This is through a local hire program and not JET program.

3. What will your specific job duties involve? (If a job description is available, please attach).

Assisting in: foreign language (English) class, preparing teaching material and language content, training language teacher, special activities and extracurricular activities. See attached job description for more information.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Wages are (b) (6), (b) (6) yen (approximately \$ (b) (6)) per day of work, limited to 230 days. Compensation also includes healthcare, travel expenses for daily commute, and 12 days paid vacation a year. There is no influence on my pay by the Japanese government. See attached job description for more information.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

I will not, nor is there a requirement to, execute any oath or alter my citizenship.

6. What is the highest U.S. security clearance that you have held?

Secret.

7. What is the highest level of classified material to which you have been granted access?

Secret.

8. Have you had access to Special Access Programs?

I have not had access to any Special Access Programs.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No. I will not be working with any classified information.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I have only worked in joint training operations with Japanese Self Defense Force, while assigned to Japan, otherwise no.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

None of my positions while on active duty are relevant to my duties while in this employment.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

I had limited access to technical data. My duties do not involve the use of any defense articles.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

This is not applicable to this employment.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

12 Nov 2017

Date

小中英語支援員の服務について（平成 29 年度）

Duty of ALT

名護市教育委員会

Nago City Board of Education

出勤日 (Work day)	230日以内 (within 230 days) 基本的に月～金（当該校の勤務日に準ずる） Basically Mon～Friday (according to school working days)
休日 (Days off)	土・日・祝日・年末年始休・8月（要：学校と調整） Sat/ Sun/Holidays/ End of the year and New Years/ August (Need to coordinate with School) 8月は3日以上出勤を行う。 Also, you must work more than three days in August. Yet, when you have the case of supplementary class, must not be over 230 days of total year working day.
勤務時間 (Working hours)	7時間45分 *ただし、当該校の勤務時間に合わせるものとする However, (Lunch) according to school working hours.
年休 (Annual paid leave)	4月～9月末まで6日間 / 10月～3月末まで6日間 *前半の年休は、後期に繰り越しが可能 From April --- Until end of September, 6 days. From October ---until the end of March, 6days. * In the first half Annual paid leave can be carried over to the second half.
病休 (sick leave)	4月～9月末まで3日間 / 10月～3月末まで2日間 *前半の年休は、後期に繰り越しが可能 From April --- Until end of September, 3 days. From October ---until the end of March, 2days.
忌引 (Mourning)	市の規定に準ずる According to city regulations.
給与 (Payment)	日額 (b) (6) 円 (b) (6) (b) (4) yen per day
交通費 (Transportation fee)	市の規定に準ずる According to city regulations
配置校 (Allocation of school)	教育委員会学校教育課の配置案に基づくものとする According to School board of education's allocation plan

職務内容 (Job content)	1 外国語授業の補助 Assisting in foreign language class 2 教材の作成補助及び外国語コンテスト等への補助 Assisting of Teaching material preparation and Foreign language contest 3 外国語教員に対する研修への補助 To assist in training for the language teacher 4 特別活動及び課外活動への協力 Cooperate with special activities (included lunch time, cleaning time and school assembly) and extracurricular activities 5 その他、学校教育課長が認める勤務 Recognize of duties and others by school education director
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CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (6) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 15 Nov 2017	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print) N/A		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 15 Nov 2017	SIGNATURE (b) (6)	DATE 20 Nov 17
NAME AND ADDRESS (Type or print) (b) (6)		NAME AND ADDRESS (Type or print) COR (b) (6) 546C, USN Asst. Legal Counsel CNP Legal 701 S. Courthouse Road Arlington, VA 22204	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 15 Nov 2017
SIGNATURE OF WITNESS (b) (6)	

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of the information they are solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
December 27, 2017

(b) (6), Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

(b) (6):

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the foreign government employment request of Senior Chief Petty Officer (b) (6), U.S. Navy. The request is for approval for Senior Chief Petty Officer (b) (6), following his retirement in October 2018, to work for Global Aerospace Logistics LLC, which is connected to the military of the United Arab Emirates. He would be employed as a Range Supervise Officer for static and dynamic live fire ranges. In this role, he would also be teaching security/military personnel current Standard Operating Procedures. For his services, he expects to be paid approximately (b) (6), (b) (4) per month, plus a housing allowance, medical benefits, and travel and relocation expenses.

Senior Chief Petty Officer (b) (6) request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CDR, JAGC, USN

Enclosure: 1. Employment Request Package,
Senior Chief Petty Officer (b) (6), USN

12 Dec 2017

MEMORANDUM FOR CNP

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO SENIOR CHIEF PETTY OFFICER (b) (6),
USN

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) Senior Chief Petty Officer (b) (6) USN
Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.
2. The requested employment is for Senior Chief Petty Officer (b) (6) following his retirement in October 2018, to work for Global Aerospace Logistics LLC, which is connected to the military of the United Arab Emirates. He would be employed as a Range Supervise Officer for static and dynamic live fire ranges. In this role, he would also be teaching security/military personnel current Standard Operating Procedures. For his services, he expects to be paid approximately (b) (6), (b) (4) per month, plus a housing allowance, medical benefits, and travel and relocation expenses.
3. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case. This agreement does not involve the transfer of technology, therefore reference (c) does not apply, and the Navy IPO has not been notified.
4. Using the criteria established by SECNAV in reference (b), the employment Senior Chief Petty Officer (b) (6) is seeking will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

Subj: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO SENIOR CHIEF PETTY OFFICER (b) (6),
USN

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,
(b) (6)

CDR, JAGC, USN

Chief of Naval Personnel Decision:

Approved: AS 12/21/17

Disapproved: _____

Date: 11 December 2017

From: SOSC (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, as an Advisor / Trainer.

2. Global Aerospace Logistics LLC (GAL) is an Abu Dhabi based subsidiary of the Emirates Defense Industries Company (EDIC). GAL is a provider of professional aerospace services. Its aim is to become the Middle East's leading provider of aviation maintenance, repair, overhaul and specialized support services through excellence in service quality, safety, reliability, value and customer focus. GAL currently has agreements that will provide up to 3000 personnel who are subject matter experts that will provide advanced technical support, command advisory services and specialized training solutions. GAL is connected to the United Arab Emirates (UAE) Military.

My duties would include running static and dynamic live fire ranges for them. Be the Range Supervise Officer (RSO) for the security/military personnel. As well as teach their current Standard Operating Procedures (SOP)'s to the security/military personnel along with the current Ex-Patriot (Ex-Pat) foreign advisors and trainers currently employed there. I will be paid. (b) (6), (b) (7)(F) a month base pay, (b) (6), (b) (7)(F) a year for housing allowance, Medical would be provided for me and my family, and two plane tickets a year for vacation. They would also pay to move my family and me out to Abu Dhabi, and back to the USA when I'm finished.

3. I have served in the US Navy for over the past 19 years. I started my naval career aboard the USS Kitty Hawk CV63 as and Aerographer's Mate (AG) for just over my first three years of service. After the attack on 9/11 happened I spent the next two rigorous years finishing all required schooling and selection courses to become a US Navy SEAL. Then I arrived at SEAL Delivery Vehicle Team 1 (SDVT1) were I spent the next five and a half years. Finally putting in a request package to attend a selection course for our US military's most elite SEAL's at Naval Special Warfare Development Group (NSWDG), were I have spent the remainder of my career operating. The highest level of clearance I have held has been TS/SCI.

Very Respectfully

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) _____ (b) (6) _____

Physical address (include mailing if different): _____ (b) (6) _____
_____ (b) (6) _____

Phone: (b) (6) _____ Email: (b) (6) @vb.socom.mil _____

Status: Military Retirement Date (if applicable): _____ October 14 2018 _____
or Current Navy Reserve EOS Date: _____

Rank/Rate (at Retirement or current Reserve): _____ SOCS / E8 _____

Are you a U.S. citizen? Yes or No SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: (City, Country) _____ Abu Dhabi, UAE _____

1. Who is your proposed employer and how are they connected to a foreign government?

Global Aerospace Logistics LLC (GAL) is an Abu Dhabi based subsidiary of the Emirates Defense Industries Company (EDIC). They are connected to the United Arab Emirates (UAE) Military

2. What is your proposed job title?

Advisor / Trainer

3. What will your specific job duties involve? (If a job description is available, please attach).

I would run static and dynamic live fire ranges for them. Be the Range Supervise Officer (RSO) for the security/military personnel. As well as teach their current Standard Operating Procedures (SOP)'s to the security/military personnel along with the current Ex-Patriot (Ex-Pat) foreign advisors and trainers currently there.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes I will be paid. \$(b) (6) a month base pay, \$(b) (6) a year for housing allowance, Medical would be provided for me and my family, and two plane tickets a year for vacation. They would also pay to move my family and me out to Abu Dhabi, and back to the USA when I'm finished.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No I would not.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

None

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes, I have been a Navy SEAL for most of my career and while on deployments I have conducted Foreign Internal Defense (FID) training for the host nations in the area of operations I was deployed to. As well as fought alongside them in combat.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, having conduct Foreign Internal Defense (FID) training before, and have an understanding on how to train foreign security personnel.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Yes, I would see no use for this in the job I am applying for.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment (b) (6) proper approval. I further affirm that the above questions have been reviewed carefully and correctly to the best of my knowledge.

Signature _____

Date __07 Dec 2017__

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.		
SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
(b) (6)	11 DEC 17	(b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)
DATE	DATE
11 DEC 17	12 Dec 17
NAME AND ADDRESS (Type or print)	
(b) (6)	(b) (6)
472 POLARIS AVE BLDG 586	CDR, JAGC, USN
VIRGINIA BEACH, VA 23461	Asst. Legal Counsel
	CNP Legal
	701 S. Courthouse Rd.
	Arlington, VA 22204

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit information from me; that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
(b) (6)	11 DEC 17
NAME OF WITNESS (Type or print)	(b) (6)
(b) (6)	LCDR, JAGC

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1995). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State
Bureau of Political-Military Affairs
Washington, DC 20520-6817

December 28, 2018

Commander (b) (6)
Department of the Navy
Bureau of Naval Personnel
701 South Courthouse Road
Arlington, VA 22204

Commander (b) (6)

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from Senior Chief Petty Officer (b) (6) (U.S. Navy, Retired; XXX-XX (b) (6)) to accept civil employment with Global Aerospace Logistics, LLC in the United Arab Emirates as Security/Military personnel advisor and trainer.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of Senior Chief Petty Officer (b) (6) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. Senior Chief Petty Officer (b) (6) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, Senior Chief Petty Officer (b) (6) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

(b) (6)



Senior Advisor